

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 13

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-04-P-0041		2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/CALL 2004 Mar 22		4. REQ./ PURCH. REQUEST NO.		5. PRIORITY	
6. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027		CODE W911XK		7. ADMINISTERED BY SEE ITEM 6		CODE		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR BACCO CONSTRUCTION COMPANY N3660 NORTH US-2 IRON MOUNTAIN MI 49801		CODE 0DA75		FACILITY 0DA75		10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
						12. DISCOUNT TERMS			
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			
14. SHIP TO SEE SCHEDULE		CODE		15. PAYMENT WILL BE MADE BY U S ARMY CORPS OF ENGINEERS FINANCE AND 5700 WASP AVENUE MILLINGTON TN 38054		CODE T0B0200		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.							
	PURCHASE	X	Reference your quote dated 18-Mar-2004 Furnish the following on terms specified herein. REF: John Fortier						
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT		
	SEE SCHEDULE								
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 313 226-3648 EMAIL: William. L. Bruss@lre02.usace.army.m/ BY: WILLIAM L BRUSS			25. TOTAL \$88,020.00		
				CONTRACTING / ORDERING OFFICER			29. DIFFERENCES		
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE SIGNATURE OF AUTHORIZED GOVT. REP.				27. SHIP NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. DO VOUCHER NO.		30. INITIALS	
36. I certify this account is correct and proper for payment. DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
								34. CHECK NUMBER	
								35. BILL OF LADING NO.	
37. RECEIVED AT	38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Helgamo Rd - Bates Township				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Mobilization & Demobilization	1	Lump Sum	\$7,500.00	\$7,500.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Excavation/Ditching/ Slope Restoration	1	Lump Sum	\$12,265.00	\$12,265.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Check Dams	4	Each	\$290.00	\$1,160.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Aggregate Base, 4" (22A)	3,870	Square Yard	\$2.50	\$9,675.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Asphalt, HMA (13A)	360	Short Ton	\$40.00	\$14,400.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Riprap, Plain	1,200	Square Yard	\$18.50	\$22,200.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Shoulder, C1 II, 3", Modified, 2 "	650	Square Yard	\$2.50	\$1,625.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Bates Township Park Boat Launch				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Culvert Removal	1	Lump Sum	\$290.00	\$290.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Aggregate Base, 4"	1,850	Square Yard	\$3.00	\$5,550.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Culvert, CSP Arch, CI A 35"x24"	1	Lump Sum	\$2,900.00	\$2,900.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Asphalt, HMA, 13A	205	Short Ton	\$51.00	\$10,455.00

Section C - Descriptions and Specifications

SOW

**IRON COUNTY PROJECTS
BATES TOWNSHIP
SCOPE OF WORK**

General: The scope of work consists of two distinct construction projects at two sites. Project defined by bid 0001 is located in Bates Township at Helgemo Road near the intersection of U.S. HWY 2 as shown on the drawings. Project defined by bid item 0002 is located in the Bates Township Park at the Sunset Lake Boat Landing as shown on the drawings. .

Bid Item No. 0001AA – Mobilization/Demobilization

The work consists of mobilizing all necessary equipment, materials, and manpower to both sites. Prior to performing any work on site, the Contractor shall submit an accident prevention plan/activity hazard analysis. All work must comply with the requirements of EM385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, in addition to all OSHA requirements and State MDOT requirements. Contractor is required to locate and protect all utilities prior to commencing work. Contractor is to provide all traffic control measures as required by MDOT and all necessary erosion control measures. The Helgemo Road Project will require two (2) barricades (Type III, High Intensity, Furnished) and Signs (Type B, Temp, Operated).

Item No. 0001 - Bates Township - Helgemo Road

The scope of work includes earth excavation, ditching, construction of three (3) spillways (6' wide) of 30', 30', and 50' lengths, construction of a 20'x20'x4' retention basin, construction of **525** l.f. of 4' bottom ditch and **450** l.f. of 2' bottom ditch, placement and compaction of 4" aggregate base (22A) on **1,450 l.f.** of roadway and covered with asphalt pavement (HMA 13A, 220#/SY) with a 2' wide gravel shoulder (23A). **All ditches and spillways are required to be lined with geotextile and plain rip rap.** ~~Approximately 1,125 l.f. of 4' bottom ditch is required to be lined with approx. 1,200 s.y. plain riprap and 200 l.f. of 2' bottom ditch is to be lined with plain riprap.~~ **Four** riprap check dams (per MDOT requirements) will be required in the ditches and as located by the construction representative in the field. The roadway (20' wide) will be crowned at the center and slope 2% from the center to the edge of the asphalt. The 2' wide shoulders shall be sloped at a 4% grade. All shoulders shall be Class II, 3 inch, modified 2 inch. All disturbed areas shall be seeded and mulched. See attached drawings for additional details and information.

Item No. 0002 - Bates Township - Sunset Lake Boat Landing

The scope of work includes placing and compacting 4 inches of aggregate base (22A) and covering with asphalt pavement (HMA, 13A) at the rate of 220#/SY over an area of approximately 1,850 SY. In addition, the contractor is to install a 50' culvert (CSP Arch, C1 A, 35" x 24") and provide minor ditching at the inlet end. The existing culvert at this location is to be removed and disposed by the contractor. Saw cuts and butt joints for the asphalt pavement will be required as shown on the contract drawings. See attached drawings for additional information and details.

Contract Duration - Contractor is required to complete all work within **120** days of contract award.

Labor Costs - All labor shall be paid in accordance with Davis Bacon Wage Decision Nos. WI030010 and WI030019.

Site visits are strongly advised so the contractor can verify field conditions prior to bidding.

NOTE: No work is required prior to MDOT Road Load Restrictions being lifted.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2003

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-55 F.O.B. Point For Delivery Of Government-Furnished Property JUN 2003

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 32301JBF74075568 NA 96203
AMOUNT: \$24,000.00

AB: 96X31230000 082427 3230CFG06D075568 NA 96203
AMOUNT: \$77,000.00

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

Section H - Special Contract Requirements

SAFETY

HEALTH AND SAFETY STANDARDS: The facilities, systems and equipment design standards of the occupational Safety and Health Act, Code of Federal Regulations, Title 29, Chapter XVII, Parts 1910 and 1926, or EM 385-1-1, U.S. Army Corps of Engineers, Safety and Health Requirements Manual, whichever is more stringent, will be incorporated into all Engineering, Design and Analysis furnished, pursuant to this contract. Any problem in incorporating these standards due to conflicts with other technical criteria will be promptly submitted to the Contracting Officer for decision.

Contractor shall abide by the Safety Requirements specified EM 385-1-1.

U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1:

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention Clause at FAR 52.236-16 and/or other safety provision s). EM 385-1-1 and its changes are available at <http://www.hq.usace.army> (at the HQ Homepage select Safety and Occupational Health). The contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End)

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Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the [USAED, Detroit District](#) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the [USAED, Detroit District](#) Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the [USAED, Detroit District](#) Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS

Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.219-7011	Notification to Delay Performance	JUN 1998
252.232-7003	Electronic Submission of Payment Requests	JAN 2004

252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

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52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises. Award of this order is the Notice to Proceed.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

Payment Bond or Irrevocable Letter of Credit (ILC)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within five days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) **Sixty (60%)** percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forth (40%) percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.